



# Illinois Department of Transportation

Division of Highways / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## BUREAU OF DESIGN

Village of Hanover Park/State of Illinois  
US Route 20 Improvement  
FAP Route 21/345  
STATE Section: 6Y-TS&N (13)  
Job No.: C-91-322-13  
Agreement No.: JN-115-041  
Contract No.: 60W54  
County: DuPage

May 20, 2015

The Honorable Rodney S. Craig  
Village President  
Village of Hanover Park  
2121 West Lake Street  
Hanover Park, IL 60133-4215

Dear Village President Craig:

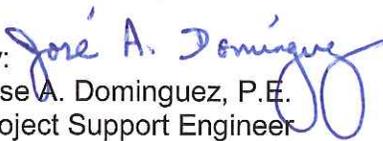
The Agreement for the subject improvement has been executed by this Department.

Enclosed is an original counterpart of the executed Agreement for your records and files.

If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238, or Ms. Lesia Banks, Assistant Agreement Specialist, at (847) 705-4553.

Very truly yours,

John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:   
Jose A. Dominguez, P.E.  
Project Support Engineer

Enclosures

FAP Route 21/345,  
U.S. Route 20  
State Section: 6Y-TS&N (13)  
County: DuPage  
Job No.: C-91-322-13  
Agreement No.: JN-115-041  
Contract No.: 60W54

AGREEMENT

This Agreement entered into this 7<sup>th</sup> day of May, 2015 A.D, by  
and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF  
TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF HANOVER  
PARK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 3,485 lineal feet of  
U.S. Route 20, STATE Job No. C-91-322-13, STATE Contract Number 60W54,  
STATE Section 6Y-TS&N (13) by:

The proposed improvement consists of traffic signal modernization at three  
intersections along with turning lane additions and geometric reconfigurations at  
each intersection. These intersections are the U.S. Route 20 intersections with Bear  
Flag Drive/Ontarioville Road, the Elgin-O'Hare westbound exit ramp, and  
Greenbrook Boulevard intersection as it integrates with the westbound U.S. Route 20  
entrance ramp to the Elgin-O'Hare Expressway. Approaches to both the eastbound  
and westbound entrance ramps of the Elgin-O'Hare Expressway will also be  
improved. A multi-use path will be constructed on the north side of U.S. Route 20

from the Bear Flag/Ontarioville Road intersection to the westbound Elgin-O'Hare exit ramp. The multi-use path will then be constructed within the median between the westbound Elgin-O'Hare exit ramp and Greenbrook Boulevard. The median work for the multi-use path will include removal of the existing median from the deck of the bridge carrying U.S. Route 20 over the eastbound entrance ramp to the Elgin-O'Hare Expressway and reconstruction/reconfiguration of the median on the bridge deck. The project will also include storm sewer reconstruction and street light relocation. The U.S. Route 20 westbound left-turn lane to Ontarioville Road will be extended within the existing median to provide a maximum storage length of 400 feet. An additional westbound and northbound left-turn lane will be provided in the existing medians at the intersection of U.S. Route 20 and Greenbrook Boulevard. The east leg of the U.S. Route 20 and Greenbrook Boulevard intersection will be widened to accommodate 12 foot wide lanes including dual left-turn lanes. The westbound U.S. Route 20 ramp to eastbound Elgin O'Hare Expressway will be modified through changes of the pavement marking to accommodate a dual-lane exit. The curb and gutter along the splitter island between the U.S. Route 20 and the entrance ramp will need to be reconstructed to accommodate an 8 foot outside shoulder, two 12 foot lanes, and 6 foot inside shoulder, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the STATE include in its contract a shared use path; and

WHEREAS, the STATE has agreed to the VILLAGE's request; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement of part of those costs by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation

(including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
8. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

9. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along U.S Route 20 without the consent of the STATE.
10. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as U.S. Route 20 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and rightturn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, trees, landscaped medians, crosswalk markings, VILLAGE owned utilities including appurtenances

thereto, VILLAGE owned highway lighting including furnishing the electrical energy thereof, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right-turn lanes on said side road approaches, up to the through edge of pavement of U.S. Route 20. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

15. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared use path located along U.S. Route 20, in its entirety. The VILLAGE agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared use path.

If in the future, the STATE adopts a roadway or traffic signal improvement on U.S. Route 20 which requires modification, relocation or reconstruction to said shared use path, then the VILLAGE hereby agrees to be financially responsible

for their proportionate cost to modify, relocate or reconstruct, or eliminate at the Village's sole option, said shared use path in conjunction with the STATE's proposed improvement.

16. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on June 14, 2011.

17. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2481437 and it is doing business as a "GOVERNMENTAL ENTITY", whose mailing address is 2121 Lake Street, Hanover Park, IL 60133.

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF HANOVER PARK

By: *Ladny S. E. J.*  
(Signature)

By: *Rodney S. Cook*  
(Print or Type)

Title: *V.I. President*

Date: *5/7/2015*

Attest:

*Eva L. Connal*  
Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: *John Fortmann*  
John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

Date: *5-12-15*

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 21/345, known as U.S. Route 20, STATE Section 6Y-TS&N (13), the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved 

Title Village Hardware Park

Date 5/7/2015

**EXHIBIT A**  
**ESTIMATE OF COST Contract 60WS4**

Type of Work	FEDERAL		STATE		VILLAGE OF HANOVER PARK		COUNTY OF DUPAGE		TOTAL
	\$	%	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$1,404,000	90%	\$156,000	10%					\$1,560,000
P&C Engineering (15%)	\$210,600	90%	\$23,400	10%					\$234,000
<b>TRAFFIC SIGNALS</b>									
US 20 at Bear Flag Drive/Ontarioville Road	\$67,500	90%	\$3,750	5%	\$3,750	5%			\$75,000
P&C Engineering (15%)	\$10,125	90%	\$563	5%	\$563	5%			\$11,250
US 20 at the IL 390 Westbound Exit Ramp	\$63,000	90%	\$7,000	10%					\$70,000
P&C Engineering (15%)	\$9,450	90%	\$1,050	10%					\$10,500
US 20 at Greenbrook Boulevard	\$136,800	90%	\$10,184	6.7%			\$ 5,016	3.3%	\$152,000
P&C Engineering (15%)	\$20,520	90%	\$1,528	6.7%			\$ 752	3.3%	\$22,800
Emergency Vehicle Pre-emption at the above Intersections		N/A%		N/A%	\$ 21,000	100%			\$21,000
P&C Engineering (15%)		N/A%		N/A%	\$ 3,150	100%			\$3,150
<b>LIGHTING</b>									
Relocation of Street Lights	\$16,875	90%	\$1,875	10%					\$18,750
P&C Engineering (15%)	\$2,531	90%	\$281	10%					\$2,813
Relocation of Village-owned Street Light		N/A%		N/A%	\$ 6,250	100%			\$6,250
P&C Engineering (15%)		N/A%		N/A%	\$ 938	100%			\$938
<b>SIDEWALKS</b>									
Removed and Replaced Sidewalk	\$5,400	90%	\$600	10%					\$6,000
P&C Engineering (15%)	\$810	90%	\$90	10%					\$900
Village Requested Shared Use Path		N/A%	\$252,000	80%	\$ 63,000	20%			\$315,000
P&C Engineering (15%)		N/A%	\$37,800	80%	\$ 9,450	20%			\$47,250
<b>TOTAL</b>	<b>\$1,947,611</b>		<b>\$496,120</b>		<b>\$108,100</b>		<b>\$5,768</b>		<b>\$2,557,600</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

**EXHIBIT B**

**RESOLUTION NO. R-15-09**

**FUNDING RESOLUTION FOR IMPROVING PART OF U.S. ROUTE 20 TRAFFIC SIGNAL MODERNIZATION AT THREE INTERSECTIONS U.S. ROUTE 20 WITH: BEAR FLAG DRIVE / ONTARIOVILLE ROAD; THE ELGIN O'HARE WESTBOUND EXIT RAMP; AND GREENBROOK BOULEVARD INTERSECTION AS IT INTEGRATES WITH WESTBOUND U.S. ROUTE 20 ENTRANCE RAMP TO THE ELGIN O'HARE EXPRESSWAY INCLUDING APPROACHES TO THE ELGIN O'HARE EXPRESSWAY AND A MULTI-USE PATH ON THE NORTH SIDE OF U.S. ROUTE 20 AND WITHIN THE MEDIAN OF U.S. ROUTE 20 AND OTHER IMPROVEMENTS**

**WHEREAS**, the VILLAGE OF HANOVER PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of FAP Route 21/345, known as U.S. Route 20 , STATE Section No.: 6Y-TS&N (13), and

**WHEREAS**, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement; now, therefore,

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois as follows:

**SECTION 1:** That there is hereby appropriated the sum of One Hundred Eight Thousand One Hundred dollars (\$108,100) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay VILLAGE's share of the cost of this improvement as provided for in the AGREEMENT.

**SECTION 2:** That upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under the AGREEMENT, and will also pay to the STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

**SECTION 3:** That the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

ADOPTED this 7th day of May, 2015, pursuant to a roll call vote as follows:

AYES: Kemper, Kunkel, Cannon, Porter, Roberts, Zimel

NAYS: None

ABSENT: None

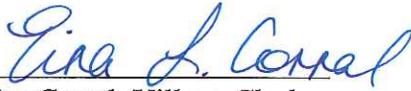
ABSTENTION: None

Approved:



Rodney S. Craig  
Village President

Attest:



Eira Corral, Village Clerk

**EXHIBIT C**

**FROM CHAPTER 62 OF THE MUNICIPAL CODE OF THE  
VILLAGE OF HANOVER PARK**

- **Sec. 62-11-1320. - Parking prohibited in specified places.**

No person shall park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

\* \* \* \* \*

(h)

At any of the following designated places:

\* \* \* \* \*

*Greenbrook Boulevard:*

Greenbrook Boulevard on both sides from County Farm Road to Lake Street.

\* \* \* \* \*

*Lake Street:*

Lake Street from the Elgin-O'Hare Expressway to East Bartlett Road within the corporate limits of the village of Hanover Park.

Lake Street on both sides thereof from the western corporate limit to the eastern corporate limit.

\* \* \* \* \*

*Ontarioville Road:*

Ontarioville Road on the north and south sides thereof from Lake Street on the west to Lake Street on the east.

\* \* \* \* \*

(Code 1975, § 17-11-1320; Ord. No. O-91-49, § 9, 9-19-1991; Ord. No. O-91-55, § 2, 10-3-1991; Ord. No. O-91-73, § 2, 12-5-1991; Ord. No. O-92-33, § 1, 5-21-1992; Ord. No. O-92-76, § 1, 10-15-1992; Ord. No. O-92-83, § 1, 11-5-1992; Ord. No. O-93-11, § 1, 3-18-1993; Ord. No. O-93-12, § 1, 3-18-1993; Ord. No. O-93-14, § 1, 4-1-1993; Ord. No. O-93-58, §§ 1, 2, 10-7-1993; Ord. No. O-94-39, § 1, 7-21-1994; Ord. No. O-95-26, § 1, 5-4-1995; Ord. No. O-95-76, § 1, 11-2-1995; Ord. No. O-95-79, § 1, 11-16-1995; Ord. No. O-96-51, § 1, 9-5-1996; Ord. No. O-96-53, §§ 1, 2, 9-5-1996; Ord. No. O-97-52, § 1, 9-

18-1997; Ord. No. O-98-14, § 1, 3-5-1998; Ord. No. O-99-40, § 1, 7-15-1999; Ord. No. O-99-51, § 1, 8-19-1999; Ord. No. O-00-29, § 1, 8-3-2000; Ord. No. O-01-34, § 1, 9-20-2001; Ord. No. O-01-50, § 1, 12-20-2001; Ord. No. O-03-02, §§ 1, 2, 1-2-2003; Ord. No. O-03-06, § 1, 2-6-2003; Ord. No. O-05-03, § 1, 1-20-2005; Ord. No. O-05-19, § 1, 2, 4-21-2005; Ord. No. O-05-24, § 1, 6-2-2005; Ord. No. O-07-20, § 1, 8-2-2007; Ord. No. O-07-22, §§ 2, 4, 8-16-2007; Ord. No. O-08-04, § 1, 1-17-2008; Ord. No. O-08-19, § 1, 3-6-2008; Ord. No. O-08-42, § 1, 6-5-2008; Ord. No. O-08-61, § 1, 9-18-2008; Ord. No. O-08-64, § 1, 10-16-2008; Ord. No. O-08-78, § 1, 1-15-2009; Ord. No. O-10-26, § 1, 11-4-2010; Ord. No. O-14-28, § 1, 7-24-2014)

**EXHIBIT D**  
**FROM CHAPTER 106 OF THE MUNICIPAL CODE OF THE**  
**VILLAGE OF HANOVER PARK**

- **Sec. 106-152. - Unlawful practices.**

(a)

It shall be unlawful for any person to deposit or discharge, or to cause to be deposited or discharged to any POTW treatment plant, any solid, liquid, or gaseous waste unless through a connection approved by the POTW. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Village of Hanover Park. Industrial cooling water or unpolluted process waters may be discharged, on approval of the superintendent, to a storm sewer, or natural outlet.

(b)

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Village of Hanover Park or in any area under the jurisdiction of said village, any human or animal excrement, garbage, or other objectionable waste.

(c)

It shall be unlawful to discharge to any natural outlet, watercourse, or storm sewer within the Village of Hanover Park or in any area under the jurisdiction of said village any sewerage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(Ord. No. O-05-57, § 1, 11-17-2005)